

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TREBCO SPECIALTY PRODUCTS INC.,)	
)	
)	
Plaintiff,)	Case No.: 1:22-cv-00655
)	
v.)	
)	
THE INDIVIDUALS, CORPORATIONS,)	
LIMITED LIABILITY COMPANIES,)	
PARTNERSHIPS, AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE A HERETO,)	
)	
Defendants.)	
)	

AMENDED DEFAULT JUDGMENT

THIS CASE having been commenced by Plaintiff TREBCO SPECIALTY PRODUCTS INC. against the Defendants identified on the First Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the First Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the First Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing copyrights covered by U.S. Copyright Office Registration Nos. VA0002161098, VA0002161101, VA0002161102, VA0002161097, VA0002162075, VA0002161100, VA0002161099, and VA0002161092 (the “WUBBANUB Copyright Registrations” or “WUBBANUB Copyrights”);

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful copyright infringement (17 U.S.C. § 101 et seq.) and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiff’s WUBBANUB Copyright Registrations, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a

genuine WUBBANUB product or not authorized by Plaintiff to be sold in connection with Plaintiff's WUBBANUB Copyright Registration;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine WUBBANUB product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's WUBBANUB Copyright Registrations;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's WUBBANUB Copyright Registrations and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's WUBBANUB Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which

Defendants could continue to sell counterfeit WUBBANUB products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's WUBBANUB Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine WUBBANUB product or not authorized by Plaintiff to be sold in connection with Plaintiff's WUBBANUB Copyright Registrations.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliis Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- a. unlock and change the registrar of record for the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
- b. disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Aliexpress, Amazon, eBay, Wish, PayPal, Joom or Payoneer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines

such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the WUBBANUB Copyright Registrations, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the WUBBANUB Copyright Registrations; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the Second Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Those in privity with Defaulting Defendants and with actual notice of this Order, including third party platforms Alibaba, AllPay, Amazon, Coinbase, eBay, Joom, LianLian, Payoneer, Paypal, Ping Pong, Union Mobile, and Wish shall within two (2) business days search and provide resulting discovery for Defaulting Defendant Accounts based on identifying information provided by Plaintiff's counsel, including but not limited to, account IDs, legal names, and associated email addresses.

5. PayPal, Inc. ("PayPal") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. ContextLogic, Inc. (“Wish”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts, or Defaulting Defendants’ websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

7. Joom SIA (“Joom”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts, or Defaulting Defendants’ websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

8. Amazon.com Inc. (“Amazon”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

9. eBay Inc. (“eBay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

10. Payoneer and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

11. Ping Pong Global Solutions, Inc. (“Ping Pong”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and

enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

12. LianLian Global t/as LL Pay U.S., LLC ("LianLian") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. AllPay Limited ("AllPay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

14. Coinbase Global, Inc. ("Coinbase") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

15. Union Mobile Financial Technology Co. Ltd. ("Union Mobile") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

16. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'

websites identified in the Second Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

17. Pursuant to 17 U.S.C. § 504, Plaintiff are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000.00).

18. All monies currently restrained in each Defaulting Defendant's financial accounts, up to the above-awarded amount of damages, including monies held by Amazon, PayPal, eBay, Payoneer, Joom, Wish, Ping Pong, LianLian, Coinbase, AllPay, Union Mobile, and/or Alibaba are hereby released to Plaintiff as partial payment of the above-awarded damages against such Defaulting Defendant, and Amazon, PayPal, eBay, Payoneer, Joom, Wish, Ping Pong, LianLian, Coinbase, AllPay, Union Mobile, and/or Alibaba are ordered to release to Plaintiff the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

19. Until Plaintiff have recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon, PayPal, eBay, Payoneer, Joom, Wish, Ping Pong, LianLian, Coinbase, AllPay, Union Mobile, and/or Alibaba in the event that any new accounts controlled or operated by such Defaulting Defendant are identified. Upon receipt of this Order, with respect to any such Defaulting Defendant, Amazon, PayPal, eBay, Payoneer, Joom, Wish, Ping Pong, LianLian, Coinbase, AllPay, Union Mobile, and/or Alibaba shall within two (2) business days:

- a. Locate all accounts and funds connected to that Defaulting Defendant, that Defaulting Defendant's Online Marketplace Accounts, or that Defaulting Defendant's websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of that Defaulting Defendant's assets; and
- c. Release all monies restrained in that Defaulting Defendant's accounts to Plaintiff as partial payment of the above-identified

damages awarded against that Defaulting Defendant within ten (10) business days of receipt of this Order.

20. Until Plaintiff has recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the “Financial Service Providers”) in the event that any new financial accounts controlled or operated by such Defaulting Defendant are identified. Upon receipt of this Order, with respect to any such Defaulting Defendant, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts and funds connected to that Defaulting Defendant, that Defaulting Defendant’s Online Marketplace Accounts, or that Defaulting Defendant’s websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of that Defaulting Defendant’s assets; and
- c. Release all monies restrained in that Defaulting Defendant’s accounts to Plaintiff as partial payment of the above-identified damages awarded against that Defaulting Defendant within ten (10) business days of receipt of this Order.

21. In the event that Plaintiff identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiff and any email addresses provided for Defaulting Defendants by third parties.

22. The five thousand-dollar (\$5,000) bond posted by Plaintiff, including any interest minus the registry fee, will be released to Plaintiff or their counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is

directed to return the bond previously deposited with the Clerk of the Court to Plaintiff or its counsel once such notice is provided.

Dated: September 21, 2022

A handwritten signature in blue ink, appearing to read 'Edgardo Ramos', is positioned above a horizontal line.

Honorable Edgardo Ramos, USDJ

REVISED FIRST AMENDED SCHEDULE A

Doe No.	Defendant Seller	Defendant Online Marketplace
1.	Balala Princess Store	https://www.aliexpress.com/store/1158855
2.	China Toy Store	https://www.aliexpress.com/store/910748071
3.	Disway Store	https://www.aliexpress.com/store/912685156
4.	Little Baby House Store	https://www.aliexpress.com/store/2399036
5.	My Little Byby	https://www.aliexpress.com/store/5426125
6.	Shop911240103 Store	https://www.aliexpress.com/store/911240103
11.	EASYMOM	https://www.amazon.ca/s?me=A34CG1JIHW68KM
12.	Fujian Yongchun Tuoluzhe Trading Co., Ltd.	https://www.amazon.com/sp?seller=A2LUSG9WSMCE E1
13.	Guanxingg	https://www.amazon.com/s?me=AQ455HIP5WIDS
14.	HappGrand	https://www.amazon.com/s?me=A3HYFD8428GMXN
17.	lOOkME-H	https://www.amazon.com/sp?seller=a2v6mmnx72cih5
19.	Tian He Qu Shang Yuan Gang Dong Tou Gang Yi Xiang	https://www.amazon.com/sp?seller=A9Y9XKNRBWGJ4
23.	Y-YUNLONG	https://www.amazon.com/sp?seller=awjvvviowxyyu
24.	2015blitz	https://www.ebay.com/usr/2015blitz
25.	abuahmad89	https://www.ebay.com/usr/abuahmad89
27.	bestservicephone8819	https://www.ebay.com/usr/bestservicephone8819
28.	betterlalaphone919	https://www.ebay.com/usr/betterlalaphone919
29.	deah05	https://www.ebay.com/usr/deah05
30.	eazipro	https://www.ebay.com/usr/eazipro
31.	home*essentials*uk	https://www.ebay.com/usr/home*essentials*uk
32.	Jbna-95	https://www.ebay.com/usr/jbna-95
33.	joygoing	https://www.ebay.com/usr/joygoing

Doe No.	Defendant Seller	Defendant Online Marketplace
34.	kurakura52	https://www.ebay.com/usr/kurakura52
36.	moredealphone99	https://www.ebay.com/usr/moredealphone99
39.	pubsan0	https://www.ebay.com/usr/pubsan0
40.	thegoodbdz	https://www.ebay.com/usr/thegoodbdz
42.	yanrzhen6	https://www.ebay.com/usr/yanrzhen6
45.	Dosma children store	https://www.joom.com/en/stores/1509595692131872152-107-3-709-3560419386
49.	Perfect child	https://www.joom.com/en/stores/5ea103441436d4030141f2f6
51.	317YHLAN	https://www.wish.com/merchant/5dc8d2e8e2567168eeb1af58
52.	AndohDi	https://www.wish.com/merchant/5fadbf39b11d510052971098
53.	biaoxingtianxia	https://www.wish.com/merchant/5d5bfd957716f5166ebc6fb6
54.	Catshop.vicky	https://www.wish.com/merchant/5f73d18ade6a5337a8ce3c55
55.	corrie7ql8dgka0	https://www.wish.com/merchant/5e8186aab6aaab193a0221f8
56.	DINGLILILI175	https://www.wish.com/merchant/5d5e66779a57b322cbdecb48
57.	enzymopathy	https://www.wish.com/merchant/5f8df215db05349d2d59bb11
58.	Foster McGrath	https://www.wish.com/merchant/5ea3e3090e12d6004bc17f94
59.	gerik6pnejnj1	https://www.wish.com/merchant/5e80a8a4e273cd57004b25a6
60.	JJL-jiang866	https://www.wish.com/merchant/5e881051c77ae3d442b247c0

Doe No.	Defendant Seller	Defendant Online Marketplace
61.	KidsMart2	https://www.wish.com/merchant/5fd922ff686bfaf6f49be926
62.	LILILI729	https://www.wish.com/merchant/5d5907e31d86296d6442ede8
63.	lomentaceous	https://www.wish.com/merchant/5f8dc3093de3056a7dea8c29
64.	NewAppStores	https://www.wish.com/merchant/5fda950a379e7875f0d62041
65.	nicholsonite	https://www.wish.com/merchant/5f8e66b406860d4e0f488a0d
66.	Ocean path	https://www.wish.com/merchant/616ecc7e5b6890b5b1b20a2c
67.	petraguess	https://www.wish.com/merchant/5fdcb9b69cc1788baed9a750
69.	taglispigali	https://www.wish.com/merchant/5fce9d2890834c04e20200f7
70.	Tigritospolar	https://www.wish.com/merchant/5fdbe81af88f1c17dfa9ff6a
71.	Vencas	https://www.wish.com/merchant/60da8e7e0ac4325fb50bfeca
72.	XUE_xue	https://www.wish.com/merchant/5dce67235f391e3fc2e3ab6f
73.	yal546623	https://www.wish.com/merchant/5e5f7beba6757d251943049b
74.	yonfshsua	https://www.wish.com/merchant/6079332affb8d31b00a0fdbbc
75.	Zenithdorri	https://www.wish.com/merchant/5fda09b6cb13b4f8dca7dc1c
76.	zhuyanshangmao	https://www.wish.com/merchant/5e6746d129e786700f176d56
77.	zymolyte	https://www.wish.com/merchant/5f8dd00ceaac3569f0c84f3c